

Union Pacific Corporation

RECORDATION NO

17051-B

FILED 1425



Jack E. Jerrett
Senior Corporate Attorney

JAN 31 1991 -12 22 PM

INTERSTATE COMMERCE COMMISSION

BY HAND

Honorable Sidney L. Strickland
Secretary
Interstate Commerce Commission
12th Street and Constitution Ave., N.W.
Washington, DC 20423

January 31, 1991

RECORDATION NO

17051-A

FILED 1425

JAN 31 1991 -12 22 PM

INTERSTATE COMMERCE COMMISSION

Re: Locomotive Operating Lease Agreement, Dated as of
September 25, 1990, As Amended, Between Union
Pacific Railroad Company and Electro-Motive
Division, General Motors Corporation

Dear Mr. Strickland:

Enclosed for filing and recordation under Section 11303 of Title 49 of the United States Code are four (4) executed original counterparts of a Second Amendment to Locomotive Operating Lease Agreement ("Second Amendment") and a Lease Agreement Termination (Partial) ("Lease Termination") between Electro-Motive Division, General Motors Corporation (the "Lessor") and Union Pacific Railroad Company (the "Lessee"). The primary document to which these documents are connected is a Locomotive Operating Lease Agreement, dated as of September 25, 1990 (the "Lease Agreement"), as amended, between the Lessor and the Lessee, which was filed with the Commission under Recordation No. 17051.

The names and addresses of the parties to the enclosed Second Amendment and Lease Termination are as follows:

Owner-Lessor:

Electro-Motive Division,
General Motors Corporation
LaGrange, Illinois 60525

Lessee:

Union Pacific Railroad Company
1416 Dodge Street
Omaha, NE 68179

The Second Amendment provides for an extension of the terms of the Lease Agreement covering 50 General Motors

Corporation Electro-Motive Division SD-60 diesel-electric locomotives bearing road numbers 6216-6265, inclusive, until March 31, 1991 or the earlier purchase of such locomotives by the Lessee. The Lease Termination provides for the termination of the Lease Agreement as of the date hereof and the release of any lien or other interest arising thereunder with respect to twenty-seven (27) of the diesel-electric locomotives covered by the Lease Agreement bearing road numbers 6216-6242, inclusive. Each of the locomotives covered by the Second Amendment and the Lease Termination shall be marked with the following words, "General Motors Corporation, Electro-Motive Division, Owner", during the term of the Lease Agreement.

A short summary of each of the enclosed documents to appear in the index follows:

1. Second Amendment:

Second Amendment to Locomotive Operating Lease Agreement, dated as of January 4, 1991, between Electro-Motive Division, General Motors Corporation, LaGrange, Illinois 60525, as lessor, and Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179, as lessee, covering fifty (50) General Motors Corporation Electro-Motive Division SD-60 diesel electric locomotives, bearing road numbers 6216-6265, inclusive.

2. Lease Termination:

Lease Agreement Termination (Partial), dated as of January 31, 1991, between Electro-Motive Division, General Motors Corporation, LaGrange, Illinois 60525, as lessor, and Union Pacific Railroad Company, 1416 Dodge Street, Omaha, Nebraska 68179, as lessee, terminating the lease of twenty-seven (27) General Motors Corporation Electro-Motive Division SD-60 diesel electric locomotives bearing road numbers 6216-6242, inclusive.

I have also enclosed a check for \$30.00 to the order of the Interstate Commerce Commission to cover the fees associated with the filing and recordation of the enclosed Second Amendment and Lease Termination. Please time and date stamp three of the enclosed counterparts along with the

enclosed extra copy of this letter as proof of filing and
recording of the enclosed documents and return the same to
the waiting messenger.

Sincerely,

Jack 'Janett

JEJ/ko
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

1/31/91

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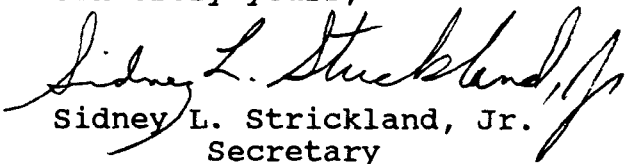
OFFICE OF THE SECRETARY

Jack E. Jerett
Senior Corporate Attorney
Union Pacific Corporation
Martin Tower
Eighth & Eaton Avenues
Bethlehem, PA. 18018

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/31/91 at 12:25pm, and assigned recordation number(s). 17051-A & 17051-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17051-14

JAN 31 1991 -12 25 PM

INTERSTATE COMMERCE COMMISSION

Second Amendment to
Locomotive Operating Lease Agreement

This Second Amendment to Locomotive Operating Lease Agreement (the "Second Amendment") is made as of January 4, 1991 between Union Pacific Railroad Company, a Utah corporation (the "Lessee"), and Electro-Motive Division, General Motors Corporation, a Delaware corporation (the "Lessor").

WHEREAS, pursuant to a Locomotive Operating Lease Agreement, dated September 25, 1990, as amended (the "Lease Agreement"), Lessee has leased from the Lessor fifty (50) SD60 diesel electric locomotives which are more particularly described in such Lease Agreement (the "Locomotives"); and

WHEREAS, pursuant to the Term Sheet and Reliability Guarantee, dated July 8, 1988, as amended by letters dated February 23, 1989 and April 9, 1990 (the "Purchase Agreement"), between the Lessee and Lessor, the Lessee has agreed to purchase and the Lessor has agreed to sell the Locomotives upon the expiration or termination of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The term of the Lease Agreement with respect to each of the Locomotives shall, as set forth in Section 2 of the Lease Agreement, be extended to and terminate on March 31, 1991 or the date on which Lessor receives payment in full therefor as required in the Purchase Agreement, whichever shall first occur.

2. The rent due on each of such Locomotives (i.e. \$415 multiplied by the number of days in the period beginning 8 days after the Rent Commencement Date and such expiration or termination date inclusive) shall be paid in full upon the expiration or termination of the Lease Agreement.

3. The parties agree that any lien or other interest in the Locomotives created by or arising under the Lease Agreement shall be released and cancelled whenever the term of the Lease Agreement expires or terminates with respect to any of the Locomotives.

4. This Termination may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute but one and the same instrument.

5. All terms and conditions of the Lease Agreement not inconsistent with the foregoing shall remain in full force and effect.

ATTEST:

Title: Emile

ELECTRO-MOTIVE DIVISION,
GENERAL MOTORS CORPORATION

By: John W. Jewell

Title: Vice Pres. E. Gen. Mgr.

ATTEST:

Title: Paul H. Baker

Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

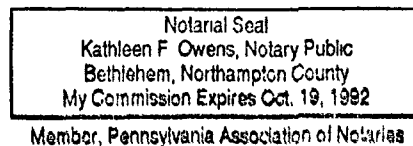
By: John D. Danse

Title: Assistant Treasurer

State of PENNSYLVANIA) SS.
County of LEHIGH

On this 24th day of JANUARY, 1991 before me personally appeared JOHN B LARSEN, to me personally known, who, being by me duly sworn, did say that he is ASSISTANT
TREASURER of Union Pacific Railroad Company, that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Kathleen F. Owens
Notary Public



State of Ill) SS.
County of Cook

On this 29th day of January, 1991 before me personally appeared John W. Farrell, to me personally known, who, being by me duly sworn, did say that he is V.P. & Gen. Mgr. of Electro-Motive Division - General Motors Corporation, that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Juanita Acantilado
Notary Public

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